OL 6-8747

Fred contract provisions
Lewis did he speak to?
1% net, ½% gross - what
does producer get?
negotiate minimum guarantee after acquisition
publication by 3/1/75
Continental

Dear Harold:

Thanks for letter. You will receive a clarification next week on your points of discussion.

But till then, know that your points cause no problem at all. In fact, you obviously could not believe my use of the word non-exclusive.

signed,
Your Oral Historian

1/19/75

Mr. Walter King and
Mr. Donald Freed

Dear both,

First, an explanation of this delay in responding to the letter dated 1/7 and the undated card:

Aside from what keeps a one-man publisher too busy, I was involved in a second auto accident during a snowstorm the day before the letter. It made many problems, marooned me for a short period away from home, and has left me with more of an accumulation and kept me away from Washington until all repairs are completed on my car. This now means the delivery of body parts.

Earlier today I did phone Dave Polland. He is out of town for about another week. I'll update him with a carbon of this for his return. I will also be in Washington in early February and will attempt to get together with him then.

The clarifications of 1/7 are helpful, thanks.

Until I can speak to Dave, my immediate question is what is the producer's gross? This figure means nothing to me. Thus any percentage of it also means nothing. It may be a norm of the lives of movie people, but I don't even know who or what is encompassed by "producer," leave alone what is charged against income prior to "gross," if anything. Don can perhaps better understand my concern here from my experience with Oswald In New Orleans. I accepted a deal which made me "co-publisher." As a result I never got a penny from the book and it is the only one of my books printed that is out of print.

The real question is not whether 1% of "producer's net" is better or poorer than 1/2 % of "producer's gross receipts." It is what either means. However, I can, I think, assume that time will clarify these things.

I do think this and the major question will both be addressed by what seems to be satisfactory, the negotiation of a minimum guarantee after Anake Productions is incorporated, which now seems to be less than six weeks away. This assured minimum is what does have meaning to me.

I have hot read either The Glass House Tapes or Big Brother and the Holding Company. In fact, I do not have either. The reason, if Don does not understand it, comes from the nature of the life I lead and the amount of work I try to do. I do not consciously use the work of others and I really have no time for reading not essential to my own work. I do hot, in fact, have enough time for that.

If I do not consider Don a male charvenist pig when he signs himself "signed you [sic] Oral Historian" and am reasonably certain, from what I have seen od Don, that my life may have been blighted by not having ever met Barbowra Morris Freed, my concern about the oral historian as I now recall it and believe was and is that the interviewer and the interview(s) be tough and definitive and not in any sense sycophantic.

If I have not heard from you by the time I can speak to Dave, I will write after I can, unless he does.

The Supreme Court has not yet decided whether to grant cert to the State's appeal from the precedent of discovery under habeas corpus. The judge has not yet decided if he is going to grant a "new" trial. The State copped out on written rebuttal. I take this to mean that it could not rebut.

Sincerely,

Harold Weisberg

LAW OFFICES
ALBAUM AND KING

MEL ALBAUM
WALTER H. KING
GERALD KING

225 SANTA MONICA BOULEVARD, SUITE 902
SANTA MONICA, CALIFORNIA 90401
(213) 393-6744

January 7, 1975

AIR MAIL

Mr. Harold Weisberg
Route 8
Frederick, Maryland 21701

Re: COLLABORATION ON THE MARTIN LUTHER KING MOTION PICTURE WITH DONALD FREED

Dear Mr. Weisberg:

Thank you for your letter of December 31, 1974. I have today had an opportunity to discuss your letter with Mr. Freed. Mr. Freed again reiterated his high regard and respect for your research work since 1963 and was very pleased with your letter, as he feels that the objections that you raise can be easily resolved.

With regard to the oral historian, Mr. Freed uses his wife, Barboura Morris Freed. For her work he refers you to the Glass House Tapes (Avon 1973) for which Mrs. Freed did the oral history. Her most recent work is available in Big Brother and the Holding Company (Ramparts Press, 1974).

With regard to your being tied up, this does not appear to be a large problem as the period for which you would be committing yourself is a total of 40 hours. Having once exhausted the 40 hours, for the fee of $2,500, no more of your time would ever be required.

Of course, if you are willing to do the Technical Advising, as and when the production gets under way, this is an option which you have and which you may not take up if you are too busy with other more important matters.

With regard to your objection that you may loose rights to your files and papers, we could draw up an agreement that would specifically state that the

material that you permit Donald Freed to use in no way prevents you from using the same material in any other way or with any other publication or in any other media that you want. You are merely permitting Donald Freed to use your material. In no way are you restricting yourself from using the same material.

With regard to your remarks about the one (1%) per cent oi the producer's net, Mr. Freed suggests that if you feel better protected with a gross figure, that instead of one (1%) per cent of the producer's net, that you agree to one half per cent of the producer's gross receipts.

In addition, so that you have some definite figure to cling to, Mr. Freed suggests that we attempt to negotiate a minimum guarantee against your one half per cent of the gross with "Ananke Productions" as soon as that company is incorporated. I understand that Ananke Productions will be a duly licensed corporation before March, 1975.

I hope that the above will allay the fears expressed in your letter, and that we can now work out the details of a formal agreement with you or your attorneys.

In the meantime, please feel free to write us again if you have any further questions.

Very truly yours,

ALBAUM and KING

By: WALTER H. KING

WHK/cc
cc: Mr. Donald Freed